

UNITED STATES DISTRICT COURT
DISTRICT OF WASHINGTON
AT SEATTLE

JESSICA BLIER, individually and on
behalf of others similarly situated,
Plaintiff,

v.

SYMETRA LIFE INSURANCE
COMPANY,
Defendant.

No.

COMPLAINT – CLASS/COLLECTIVE
ACTION

JURY TRIAL DEMAND

Plaintiff JESSICA BLIER, individually and on behalf of others similarly situated (“Plaintiff”) files this Class and Collective Action Complaint (“Complaint”) against SYMETRA LIFE INSURANCE COMPANY (“Defendant”) and in support states the following:

THE PARTIES

1. Plaintiff identified in the caption of the instant Complaint has given her written consent to be party Plaintiff in this action pursuant to 29 U.S.C. § 216(b). Such written consent is attached to this Complaint as **Exhibit A** Plaintiff brings this action as a collective action in accordance with 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) against the Defendant on behalf of herself and all others similarly situated because

1 of Defendant's unlawful deprivation of Plaintiff's rights to overtime compensation under the
2 FLSA. 29 U.S.C. §§ 201, *et seq.*

3 2. Defendant is a wholly owned and operating subsidiary of Symetra Financial
4 Corporation.

5 3. Defendant is an Iowa Corporation.

6 4. Defendant has its principal place of business in Washington, located at 777
7 108th Avenue North East, Suite 1200, Bellevue, WA 98004.

8 5. Defendant is a corporation acting as a claims administrator that administers
9 and processes disability benefits claims on behalf of its customers.

10 6. As a disability benefits claims administrator,¹ Defendant's functions include
11 processing disability and leave of absence claims within contractual timeframes.
12

13 JURISDICTION AND VENUE

14 7. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 because
15 Plaintiff's FLSA claims arise under federal law. 29 U.S.C. § 216(b).
16

17 8. The Court has supplemental jurisdiction over the state law claims pursuant to
18 28 U.S.C. § 1367 because they arise out of the same facts as the FLSA claims.

19 9. Venue is proper in this District under 28 U.S.C. § 1391 because Defendant
20 Symetra Life Insurance Company resides in this District.
21

22 FACTS

23 10. Defendant employed Plaintiff and all similarly situated current and former
24 employees, as non-managerial employees to process disability benefits claims within
25

26 ¹<https://www.symetra.com/our-products/employers/group-life-disability/disability-insurance;>
<https://www.symetra.com/our-products/employers/group-life-disability/absence-management/> (last viewed
March 30, 2021).

1 contractual time frames under various job titles that include the term “Disability” and one or
2 more of the following terms: “Case Manager” or “Claims Examiner” (collectively, “Claims
3 Examination Employees”).

4 11. Within the last three years and continuing to date, while employed as Claims
5 Examination Employees, the primary job duty of Plaintiff Blier (the “representative
6 Plaintiff”), and all similarly situated current and former Claims Examination Employees
7 consisted of reviewing employee disability and/or leave claims against predetermined
8 guidelines to determine benefit eligibility within contractual time frames (“Claims Review
9 Work”). Claims Examination Employees do this by evaluating disability claims against the
10 client company’s disability insurance policy and industry-standard medical guidelines for
11 medical leaves of absence. Claims Examination Employees also interview claimants and
12 consult with on-staff nurses and doctors for medical opinions. Once Claims Examination
13 Employees are able to determine whether a claim should be granted or denied based on the
14 policies and guidelines, they draft explanation letters based on established letter templates
15 and the company client’s disability insurance policies.

16 12. While working for Defendant as Claims Examination Employees, Plaintiff
17 and similarly situated current and former Claims Examination Employees routinely work
18 over 40 hours per week without receiving proper overtime compensation at the rate of one
19 and one-half times their regular rate of pay for all hours worked over 40 in a workweek even
20 though such work is observed by, known, or should have been known by supervisors and
21 management. Specifically, Claims Examination Employees regularly worked approximately
22 45 to 55 hours per week, but Defendant failed to compensate them for all work performed
23 above 40 hours in a workweek at a rate of one and one-half times the regular rate of pay.
24
25
26

1 13. Defendant paid some or all of its Claims Examination Employees on a salary
2 basis.

3 14. Plaintiff brings this action for a declaratory judgment, back pay, and other
4 relief pursuant to the FLSA to remedy the Defendant's willful and unlawful violations of
5 federal and state law as described in this Complaint.
6

7 15. Plaintiff brings this action on behalf of herself and other similarly situated
8 Claims Examination Employees, who, due to Defendant's uniform refusal to compensate
9 overtime at one and one-half times the regular rate of pay, were not paid all earned overtime
10 pay for time they worked in excess of forty (40) hours in individual workweeks in violation
11 of the FLSA.

12 16. Defendant has failed and refused to compensate Claims Examination
13 Employees for all overtime work that Defendant has suffered or permitted them to work.
14

15 17. Plaintiff regularly performed the job duties described in Paragraph 13 in
16 excess of 40 hours per workweek, without compensation. Defendant is aware that this time is
17 being worked because, among other things, the Defendant tracks Plaintiff's worktime, their
18 supervisors and managers observe the work being performed in excess of 40 hours per
19 workweek, their supervisors and managers direct the work to be performed in excess of 40
20 hours per workweek, and the nature of the Claims Examination Employees' work requires
21 them to work more than 40 hours in a workweek.
22

23 18. Plaintiff and other similarly situated Claims Examination Employees faced
24 discipline when they were unable to complete claims by established deadlines.

25 19. Claims Examination Employees have been told by management that they are
26 entitled to one- and one-half their regular rate of pay for work performed in excess of 40

1 hours per workweek, but that they are not permitted to work overtime without pre-
2 authorization. Pre-authorization for overtime work is rarely granted, and supervisors and
3 management regularly suffer or permit such work without pre-authorization and without
4 paying for such work.

5
6 Plaintiff Jessica Blier

7 20. Plaintiff Blier worked for Defendant as a Claims Examination Employee in
8 Enfield, Connecticut from February 16, 2016 to December 18, 2018.

9 21. During her employment with Defendant, Plaintiff Blier primarily performed
10 Claims Review Work described in Paragraph 13 for between approximately 60 to 65 hours
11 per week, without compensation.

12 22. Plaintiff Blier regularly informed her supervisors and management that she
13 worked in excess of 40 hours per workweek on a regular basis. Defendant has knowledge of
14 this work through time-stamped electronic communications and verbal communications with
15 her supervisors and management.

16 23. During her employment with Defendant, Plaintiff Blier's job duties did not
17 include regularly directing the work of two or more employees.

18 24. During her employment with Defendant, Plaintiff Blier did not have the
19 authority to hire, fire, suspend, or otherwise discipline any of Defendant's other employees.
20

21 25. During her employment with Defendant, Plaintiff Blier's primary job duty
22 was not managing Defendant's business or any subdivision of Defendant's business.
23

24 26. During her employment with Defendant, Plaintiff Blier's job duties were
25 routine and rote and did not include the exercise of discretion and independent judgment with
26 respect to matters of significance.

29. During her employment with Defendant, Plaintiff Blier's job duties did not involve formulating, interpreting, or implementing management policies for Defendant or Defendant's customers.

31. During her employment with Defendant, Plaintiff Blier's job duties did not involve creating or drafting the corporate policies, procedures, and guidelines pertaining to Claims Review Work.

33. During her employment with Defendant, Plaintiff Blier's job duties did not involve planning the short-term or long-term business objectives of Defendant or Defendant's customers.

COVERAGE UNDER THE FLSA

1 34. Defendant is an “enterprise” as defined by the FLSA in 29 U.S.C. § 203(r)(1).

2 35. Defendant is an enterprise engaged in commerce or in the production of goods
3 for commerce as defined by the FLSA in 29 U.S.C. § 203(s)(1)(A).

4 36. Defendant has more than \$500,000 in sales made or business done in each of
5 the last three calendar years.

6 37. During their employment, Plaintiff were “employees” of Defendant as defined
7 by the FLSA in 29 U.S.C. § 203(e).

8 38. During their employment, Defendant was Plaintiff “employer” as defined
9 under the FLSA in 29 U.S.C. § 203(d).

10
11 **COLLECTIVE ACTION ALLEGATIONS**

12 39. Plaintiff brings her FLSA claims as a collective action.

13 40. Plaintiff’s consent forms are attached hereto as Exhibit A.

14 41. The collective is defined as follows:

15
16 **All individuals employed by Defendant as Claims Examination**
17 **Employees over the last three years who worked in excess of 40 hours per**
18 **workweek without compensation at one and one-half times the regular**
19 **rate of pay for all hours worked over 40 in a workweek (“Collective**
20 **Action Members”).**

21 42. Plaintiff is similarly situated to the Collective Action Members because they
22 were subject to the same timekeeping and compensation policies and procedures, paid in the
23 same manner, and performed the same primary job duties.

24 43. In the last three years, Defendant has employed at least 40 individuals who
25 performed the same primary duties as Plaintiff.

26 44. Defendant was the Collective Action Members’ “employer” as defined by the
FLSA 29 U.S.C. § 203(d).

1 45. Of Defendant's employees who performed the same primary job duties as
2 Plaintiff in the last three years, Defendant failed to compensate them for all work performed
3 in excess of 40 hours in a work week at one and one-half times their regular rate of pay.

4 46. Defendant maintained one or more common job descriptions for Claims
5 Examination Employees.

6 47. Defendant has the names and addresses for Collective Action Members in its
7 payroll or personnel records.

8 48. Defendant has email addresses for Collective Action Members in its payroll or
9 personnel records.

10 49. Defendant has cell phone numbers for Collective Action Members in its
11 payroll or personnel records.

12 50. Defendant was aware or should have been aware that the FLSA required it to
13 pay Collective Action Members overtime for all hours worked in excess of 40 hours per
14 workweek if they primarily performed non-exempt work.

15
16
17 **COUNT I**
18 **VIOLATION OF THE FAIR LABOR STANDARDS ACT**

19 51. Plaintiff incorporates here the previous allegations of this Complaint.

20 52. This count arises from Defendant's violations of the FLSA by failing to pay
21 overtime for all hours worked to Plaintiff and the Collective Action Members at one and-one-
22 half times their regular rates when they worked over 40 hours in individual workweeks.

23 53. Plaintiff were not exempt from the overtime provisions of the FLSA.

24 54. Collective Action Members were not exempt from the overtime provisions of
25 the FLSA.
26

57. Defendant paid Plaintiff a salary and failed to pay them all overtime compensation.

59. Defendant violated the FLSA by failing to pay overtime to Plaintiff at one and one-half times their regular rates of pay for all hours she worked over 40 hours in one or more individual workweeks.

61. Defendant's failure to pay Plaintiff and other similarly situated persons one and one-half times their regular rate for all time worked over 40 hours in a workweek was willful, as Defendant was aware or should have been aware that the FLSA required it to pay Plaintiff and the Collective Action Members all overtime pay.

SCHROETER, GOLDMARK & BENDER
500 Central Building • 810 Third Avenue • Seattle, WA 98104
Phone (206) 622-8000 • Fax (206) 682-2305

1 **WHEREFORE**, Plaintiff, on behalf of themselves and the Collective Action
2 Members, seek a judgment against Defendant as follows:

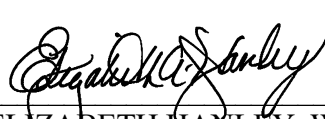
- 3 A. All unpaid overtime wages due to Plaintiff and the Collective Action
4 Members;
5
6 B. Liquidated damages equal to the unpaid overtime compensation due, or in the
7 absence of liquidated damages, prejudgment interest on the amount of
8 overtime wages due;
9
10 C. Post-judgment interest;
11
12 D. Reasonable attorneys' fees and costs incurred in filing and prosecuting this
13 lawsuit; and
14
15 E. Such other relief as the Court deems appropriate.

16 **JURY DEMAND**

17 Plaintiff demands a trial by jury.

18
19 DATED this 26th day of May, 2021.

20 SCHROETER GOLDMARK & BENDER

21 

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1 SOMMERS SCHWARTZ, P.C.

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3 *s/ Charles R. Ash, IV*

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